Purchase Order

COMMONWEALTH OF VIRGINIA

Department of Transportation

Purchase Order Date Change Order Page 0000404445 06/01/2006 Payment Terms Freight Terms Net 30 Buyer: Rachel M. Oliver Phone: 804/371-6731 Address: VDOT Central Office 1201 E Broad St Richmond, VA 23219

Vendor: 0000058905

TECNICON INTERNATIONAL, INC.

1981 MOUNTAIN ROAD HAYMARKET, VA 20169

Phone: 703-754-0449 Fax: 703-754-0432

FIN:

541703705 Cntct: Pamela Alonge

Contract Administrator: Margaret Gregory

Line	Item	RFQ ID	Due Date	Quantity	UOM	Unit Price	Extended Amount
1	9204501000		06/02/2006	3.00	EA \$	2,557.600	0\$ 7,672.80

Item Description: 3 months (May 06 to August 06) Category Description: SOFTWARE MAINTENANCE/SUPPORT

Contract ID: 000000000000023540

Make: Pocahontas Parkway Toll Model: Video Enforcement System

Bill To: VDOT Powhite Parkway Extension

PO Box 36218 Pocahontas Parkway Route 895 East Bon Air, VA 23235-8004 1/2 Mile E. Vietnam Veterans Bridge

Richmond, VA 23231

Ship To: VDOT Pocahontas Parkway Toll (Ship)

Tecnicon VID# 58905 Period of 5/9/06 to 8/9/06

> Item Total \$ 7,672.80

Total PO Amount \$ 7,672.80

All shipments, shipping papers, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

Purchase Order: 0000404445 General Terms & Conditions 06/01/2006

- 1. By accepting and performing this Commonwealth of Virginia order, the vendor agrees that the order is subject to the General Terms and Conditions of the ordering public body and any revisions thereto, any applicable Terms and Conditions set forth in the solicitation and/or contract, and any Terms and Conditions added or otherwise incorporated by reference. In addition, the vendor agrees, by accepting and performing this order, that it is subject to an eVA transaction fee of 1% capped at \$500, which will be invoiced to your company by American Management Systems, Inc. General Terms and Conditions may be accessed by contacting the ordering public body. Additional information is available at www.eva.state.va.us.
- 2. Goods or Services delivered must be strictly in accordance with bid, proposal, contract, referred to and shall not deviate in any way from terms, conditions or specifications. Equipment, materials and/or supplies delivered on this order shall be subject to inspection and test upon receipt. If material is defective, the right is reserved to take action as follows: (1) return of goods to seller at seller's expense, for repair, replacement or credit, at buyer's option; (2) retention of goods with equitable reduction in price; or (3) repair of goods by buyer at seller's expense. If rejected, same shall remain the property of the vendor.
- 3. Purchase Order number shall be shown by vendor on all related invoices, delivery memoranda, bills of lading, packages and/or correspondence.
- 4. A separate invoice for this purchase order or for each shipment thereon shall be rendered immediately following shipment. All copies shall be forwarded direct to VDOT at invoice address shown.
- 5. "STATE SALES AND USE TAX CERTIFICATE OF EXEMPTION," form ST-12 will be issued upon request, if you do not have same on file.
- 6. Deliveries against this order must be free of excise or transportation taxes. Excise Tax Exemption Registration Number 54-73-0076K may be used when required.
- 7. In the absence of other contractual terms, payment shall be due 30 days after receipt of proper invoice, or material/service, whichever is the latter.
- 8. If discount for prompt payment is offered, the discount period will be assumed to begin with the date of satisfactory completion of shipment and acceptance of material or services rendered, receipt of test report if applicable, or receipt of proper invoice, whichever is latter.
- 9. If delivery cannot be made by specified time, notify VDOT at once. In case of default by the successful bidder, or failure to deliver the supplies or services ordered by the time specified, the Commonwealth after due notice (oral or in writing), may procure them from other sources and hold vendor responsible for any excess cost occasioned thereby.
- 10. No substitution, change or deviation shall be made without written authority from VDOT by Purchase Order Change.
- 11. Vendors and contractors providing goods to the Commonwealth of Virginia under this order herewith assure the Commonwealth that they are conforming to the provision of the Civil Rights Act of 1964 as amended, as well as the Virginia Fair Employment Contracting Act of 1975 as amended, where applicable.
- 12. This Purchase Order/Contract shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise by the laws of the Commonwealth of Virginia.
- 13. All prices unless otherwise specified are net F.O.B Destination with transportation charges prepaid.
- 14. If shipment is made by freight or express and charges added to invoice, the original bill of lading properly receipted shall accompany invoice. All charges must be prepaid.
- 15. Vendors and contractors performing work on Commonwealth owned or leased facitlities or property shall, during the entire term of the contract, maintain at a minimum, the insurance coverages as listed in the Vendors Manual and any revisions thereto.
- 16. Note: This public body does not discriminate against faith-based organizations in accordance with code of Virginia, \$2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.
- 17. Only new equipment or material will be accepted, unless other wise stated. (VDOT/ASD 07/2004)



Tecnicon International, Inc.

February 8, 2005

VDOT Pocahontas Parkway 7990 Walton Road Richmond, VA 23231

Reference: VES, VSS, VPS Software Maintenance - One Day On-Site Support Option

Dear Mrs. Jolly:

We have reviewed your response and offer the following the Software Maintenance Agreement:

<u>Tecnicon will provide</u>:

- Unlimited phone support during normal Tecnicon business hours of 8:30 am to 5:30 pm East Coast time, with a response time of four (4) hours for Software related issues only. The Richmond Toll Facilities (RTF) will provide you with remote dial up access to diagnosis the system as
- One (1) site support trip per month (8 hours each) will occur for Preventive/Corrective Maintenance of the Software functionality/components. This includes support of VES, VSS, and VPS related software.

VDOT will:

- Upon written request, additional site support trips beyond the regular scheduled trips will be reimbursed at a rate of \$750.00 per eight (8) hour day to support Software related issues only. Any time incurred over the eight (8) hours on a regularly scheduled trip will be reimbursed at a rate of \$125/hour or portion thereof.
- It will be the responsibility of VDOT to notify Tecnicon of any concerns or issues that may arise, related to the software as soon as the problem becomes evident.
- In the event that this Agreement extends beyond the initial term, the rates shall be adjusted for the succeeding year, and annually thereafter, by the annual percentage increase in the U.S. Government Consumer Price Index (CPI).
- This Agreement shall be for one (1) year with an option of 3 annual renewals.

amela a alonge 4-12-05

The price is a monthly fee of \$2,500 for the above services. We value the opportunity to support you and would like to continue our business relationship. If you have any questions, please call me at (703) 754-0449.

Sincerely.

Pamela A. Alonge, C.E.O.

Tecnicon



Commonwealth of Virginia Department of Transportation CONTRACT PRINT

Run Date: 05/09/2005 Run Time: 10:18 AM

Contract Description: VES @ Pocahontas Parkway Toll

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000000000000023540

Contract Begin Date

05/09/2005

Effective Date

05/06/2005

Max Amount Per Contract :

Contract End Date : 05/09/2006

\$.00

Buyer

Rachel M. Oliver

Buyer Phone Nbr

804/371-6731

Vendor Name : TECNICON INTERNATIONAL, INC.

Vendor ID

0000058905

Addressl Address2

: 1981 MOUNTAIN ROAD

Phone

703-754-0449

Address3

Fax

703-754-0432

Address4

: : Vendor Contact

Pamela Alonge

City State

HAYMARKET : VA Zip Code : 20169

Vendor Contact Phone

703/754-0449

:

Comments :

Video Enforcement System maintenance and support for the Pocahontas Parkway facility in accordance with sole source procurement - signed and dated May 6, 2005

The annual cost will include the following:

- 1. one on-site visit per month
- 2. one visit per quarter for training
- 3. unlimited phone support during normal working hours
- 4. limited non-business hours support
- 5. warranty services for software

Vendor will honor original hardware manufacturer warranties. Any new equipment purchased will come with a one year warranty (after manufactor warranty expires).

Contract period: 1 year plus 2 additional 1-year options with CPI increase. year 1: \$2500 per month

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